

**AGREEMENT  
BETWEEN  
THE TOWN OF TEMPLETON,  
MASSACHUSETTS  
AND  
POLICE LOCAL 155 - AFL - CIO - MASS.  
COALITION**

**JULY 1, 2019 - JUNE 30, 2022**

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## **ARTICLE 1: RECOGNITION**

- 1.01 The Employer recognizes the Union as the exclusive bargaining agent with respect to wages, hours, and other conditions of employment as prescribed by Chapter 150E of the Massachusetts General Laws, for the permanent full-time regular officers and sergeants of the Town's Police Department as certified by the Massachusetts State Labor Commission conducted on November 18, 1981 MCR-3234.
- 1.02 The Union agrees that it shall act, represent and negotiate and bargain collectively for all employees covered by the Agreement representing the interests of such employees without discrimination interference, restraint or coercion without regard to Union or non-union membership.
- 1.03 Pursuant to such representation, the Union may appoint a total of up to three of its members to engage in collective bargaining. A unit member who serves on the bargaining committee may attend any bargaining session with the Employer that may be scheduled during his/her regular working hours, without loss of pay or benefits, while he/she is so engaged with the provision that he/she notify the Chief no less than forty eight (48) hours in advance of the date, place and time of such meeting. The Chief may adjust the shift and/or part of the shift required for the member officer participating in such sessions.
- 1.04 The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining, or make any agreement with any such group or individual for the purpose of undermining the Union or changing any condition contained in this Agreement.
- 1.05 Any person initially appointed to a position covered by this Agreement, shall be required to satisfactorily serve a period of probation of 12 continuous months from their initial date of appointment before being eligible for a permanent appointment to the position. For the purposes of this section, the initial date of appointment shall not be deemed to commence until a person is certified to perform the duties of a full-time police officer under the standards of the MA Police Training Council. Any person whose service is interrupted by more than 14 days at a time, for reasons such as sick leave, jury leave, Injury on Duty, or the like, or for a cumulative total of 30 days during the probationary period, shall have his/her service extended by a period of time sufficient to satisfy this requirement. Upon satisfactory conclusion of this time period, the person shall, subject to appropriation, be granted a permanent appointment to the Department. An employee separated during this probationary period shall have no recourse to the grievance procedure.

Persons holding a permanent appointment to the Department who are promoted to a higher compensated position shall serve a six (6) month probation period in the new position under the same conditions before receiving a permanent appointment to that position provided however that any person whose service is interrupted by more than 7

days at a time, for reasons such as sick leave, jury leave, Injury on Duty, or the like, or for a cumulative total of 14 days during the probationary period, shall have his/her service extended by a period of time sufficient to satisfy this requirement.

- 1.06 Employees of the bargaining unit may authorize payroll deductions for the purpose of paying Union dues. Any employee desiring to have Union dues deducted shall execute a written assignment in the form attached as Exhibit A.
- 1.07 Membership in the Union and payment of Union dues is voluntary on the part of the employee.  
It is the responsibility of the Union to provide Exhibit A, attached hereto, to each eligible union member upon the completion of their probationary period and obtain the appropriate signature and thereafter provide the original to the Town Officer charged with processing the payroll. Commencing with the next full payroll check to be processed by the Town, the Town shall withhold the appropriate pro-rata dues owed to the Union. The Union shall not hold the responsible for, and shall defend and hold the Town harmless from, any claim for deducting any such dues on account of his failure to provide such notice to a covered employee or providing a signed copy to the Town.
- 1.08 The Union shall provide written notice to the Town Officer charged with processing the payroll, during the month of May preceding the start of each fiscal year, what the annualized dues shall be for Union members for the following fiscal year. If no such notice is received during said period, the dues in effect for the then current fiscal year shall continue to be in effect. The Town agrees to withhold such dues as the Union may establish for its members from the periodic payroll checks of Union Members and pay over to the Union said amounts, along with the list of employees who have had such dues deducted, the aggregate amount withheld on behalf of the Union no later than the 25<sup>th</sup> of each month following the month for which they were deducted.

## **ARTICLE 2: UNION REPRESENTATIVES**

- 2.01 The Union may appoint a total of up to two of its members as Union Stewards who shall be granted reasonable time off during working hours to investigate and settle grievances, participate in management meetings and carry-out similar such duties. They shall receive permission from the chief or his designee in advance of taking such time off. A written list of Union Stewards shall be furnished to the Town upon their designation and the Union shall notify the Town of any change.

## **ARTICLE 3 – COMPENSATION & INCENTIVES**

- 3.01 Base Compensation - Employees shall be compensated upon the basis of the Wage Scale attached hereto as Exhibit B. New hires will be placed upon the appropriate step as determined by the Town based upon experience and training. When any position not listed on the wage schedule is established, the Employer may designate a job classification and rate structure for the position. Should an employee work out of their

normal and ordinary grade for more than fourteen (14) days, Acting Sergeants shall be paid one hundred and ten percent (110%) of Step 7 of the Patrol Officers pay.

- 3.02 Effective July 1, 2021, the rate of pay for Step 7 Sergeants shall be no less than seventeen and one-half percent (17.5%) higher than the rate of pay for the Step 7 Patrol Officer.
- 3.03 Effective July 1, 2011, a shift differential shall be paid according to the following rates per hour for hours worked:
- |                         |        |
|-------------------------|--------|
| 03:00 P.M. — 11:00 P.M. | \$1.00 |
| 11:00 P.M. — 07:00 A.M. | \$1.25 |
- 3.04 When Town Hall is officially closed due to a weather event or other emergency, police officers who are required to work during the hours that Town Hall is closed for business for storm related events that day will be compensated at a time-and-one-half pay rate. This provision shall not apply to any employee hired after 07/01/19.
- 3.05 Without requiring the Chief to make an appointment from the ranks of the Union members, the position responsible for the deployment and management of Technology throughout the Department, shall be paid as a specialty position (i.e. SRO, Detective, and the like) if a Union member shall be tasked with being responsible for such matters.
- 3.06 The salaries and wages of employees shall be paid weekly by the standard policy of the Town. In the event this day is a holiday, the preceding day shall be the payday. All checks are to be placed in sealed envelopes. The Town agrees that an itemized deduction slip, listing regular hours, overtime hours, court time, sick time, and all deductions and the reasons will accompany each paycheck for them. This is to include a year to date total on income and taxes only. As an alternative to printed statements, effective January 1, 2020 but with no less than six months' notice, the Town may provide access to the employees pay statement electronically provided it shall allow access from a Town work station, on the employee's time, and the printing of one copy of the pay statement if the employee shall so desire.
- 3.07 Effective January 1, 2020, the payroll period may be modified, upon no less than 180 days' notice, to a period to be established by the Town but in no event for a payroll period of greater than 14 calendar days. A transition payroll moving to any new payroll period may be as few as seven (7) days or as many as 21 days. Payment will be made in accordance with timetables as established by law.
- 3.08 For all new hires after July 1, 2018, all payments will be made by an electronic transfer commonly known as "direct deposit" to a financial institution of the employee's choosing.
- 3.09 Effective January 1, 2020, but with no less than six months' notice, all payments will be made by such a transfer.

- 3.10 Educational Incentive - The Town shall provide a tuition reimbursement program, up to \$1,000 per year per employee subject to a Department cap of \$3,000 per fiscal year, for all coursework taken at an accredited school or college. Such requests shall require the written approval of the Chief and Town Administrator in advance of any course registration upon a form to be designated by the Town Administrator. Each employee shall be reimbursed as follows:

<u>Class Grade Received</u>	<u>% Expenses Reimbursed</u>
"A" grade or equivalent	100%
"B" grade or equivalent	75%
"C" grade or pass/fail system or equivalent	50%

- 3.11 At the graduate level only grades of B or equivalent will be reimbursed the level of 75%. Reimbursements shall be made after the employee submits written documentation from the institution regarding the tuition expenses paid and grade received.
- 3.12 Employees will also be eligible for an educational incentive based upon their advanced education as follows:

<u>Degree Received</u>	<u>% Base Pay Increase</u>
Master's Degree	10% of base pay
Bachelor's Degree	8% of base pay
Associate's Degree	6% of base pay
30 Credits	4% of base pay

- 3.13 The educational incentives are not cumulative. The degrees must be from an institution of higher learning, currently accredited, or accredited at the time of completion of the degree and be in a field related to law enforcement or criminal justice.
- 3.14 Effective July 1, 2019, there shall be no incentive for any person hired on or after this date, that is less than an Associate's Degree.
- 3.15 Effective June 30, 2022 the incentive for any education that is less than an Associate's Degree is no longer in effect.

#### **ARTICLE 4: LABOR - MANAGEMENT MEETINGS**

- 4.01 The Union shall designate a standing Committee of three (3) employees whose rates and conditions of employment are covered by this Agreement which committee shall meet with the Town Administrator or their designated representatives from time to time at the request of either party for the purpose of discussing conditions affecting officer safety. Such conditions may include but shall not be limited to cruiser equipping and condition, supplies and equipment, and manpower needs in various situations. Such meetings shall be held at the convenience of both parties, and if possible, within ten (10) days from the date upon which such request is received. This clause is not to be considered part of the grievance procedure hereinafter described.

## **ARTICLE 5: MANAGEMENT RIGHTS**

5.01 The Town retains and reserves to itself all the powers, authority and prerogatives of Municipal Management to direct the Department including but not limited to the following:

- a) The determination of the level of services to be provided
- b) The direction, control, training, supervision, assignment, safety and evaluation of officers.
- c) The determination of job description.
- d) The determination of the location, organization, and the number of officers of the department, or its units or programs.
- e) The scheduling and enforcement of working hours, including leave and the determination of shifts.
- f) The hiring, appointment, promotion, demotion, suspension, discipline or discharge of officers.
- g) The layoff or relief of officers due to lack of funds.
- h) The making, implementation, amendment, and enforcement of rules and regulations and procedures; provided, however, that the Chief provides the Union with a copy of any new rules. Except to the extent expressly abridged by a specific provision in this Agreement and notwithstanding any provisions in this Agreement to the contrary, during an emergency the Town shall have the right to take any action necessary to meet the emergency. For this Section only, "emergency" shall be defined as "any state of emergency declared by the President of the United States of America including nuclear war, or by the Governor of Massachusetts for any natural disaster or conflagration, or any local state of emergency. The Union will recognize that the Chief of Police has authority over all members of the Police Department and supervision of all property used by the Department; that the Chief of Police promulgates all general orders and policies of the Department and issues, on his/her own authority, orders, either written or oral, not inconsistent with his/her powers, duties and responsibilities. The employees will recognize that from time to time the Chief of Police will delegate a Senior Officer to carry out various departmental orders and assignments and that Junior Officers will obey these orders and give proper respect to a Senior Officer. Demotion, discipline (including suspension) and discharge are subject to a finding of just cause, for non-probationary and non-provisional employees.

5.02 Alcohol and Drug Policy

- A. Probationary Employees: An employee may be tested once during his/her probationary period at such times as may be determined by management.
- B. Absence From Duty: An employee who is absent from duty for more than sixty (60) continuous calendar days on sick leave, injured-on-duty leave, disciplinary suspension, or leave of absence may be tested once within the first fourteen (14) calendar days after his return to active duty.

- C. Serious Incidents: An employee involved in an incident on the job which is serious, life threatening, or involves serious bodily injury may be tested once after the incident if a test is approved by the Review Committee. In deciding whether to approve the test, the Committee will base its decision on all of the circumstances.
- D. Reasonable Suspicion: An employee may be tested once after a determination by the Review Committee that there is reasonable suspicion to test the employee. Reasonable suspicion is a belief based on objective facts sufficient to lead a reasonably prudent person to suspect that any employee is using or is under the influence of drugs or alcohol so that the employee's ability to perform his/her duties is impaired. Reasonable suspicion shall be based upon information of objective facts obtained by the department and the rational inferences, which may be drawn from those facts. The information, the degree of corroboration, the results of the investigation or injury and/or other factors shall be weighed in determining the presence or absence of reasonable suspicion.
- E. Review Committee: A Review Committee shall be established for the duration of this Agreement, to be composed of an individual selected by the Town, one by the Union and a third member (to be agreed upon by both parties). The Committee will review requests from the employer for testing pursuant to the provisions of this Agreement for Serious Incidents and Reasonable Suspicion. The review will be completed within twenty-four (24) hours of receiving such a request. The Committee's determination shall be final and not subject to the grievance and arbitration procedure.
- F. Procedures:
1. Hair Samples (urine samples where appropriate, or blood samples when requested by the employee) will be taken from an employee or a prospective employee according to directions provided by the testing facility.
  2. The laboratory selected to conduct the analysis must be experienced and capable of quality control, documentation, and chain of custody, technical expertise and demonstrated proficiency in radioimmunoassay testing. Technicians performing the tests must be available for testifying regarding test results, if required. (Only a laboratory which has been properly licensed or certified by the state in which it is located to perform such test will be used.) The testing standards employed by the laboratory shall be in compliance with the Scientific and Technical Guidelines for Drug Testing Programs, authored by the Federal Department of Health and Human Services, initially published on February 13, 1987, and as updated.
  3. The employee to be tested will be interviewed to establish the use of any drugs currently taken under medical supervision. Any employee taking drugs by prescription from a licensed physician as a part of treatment, which would otherwise constitute illegal drug use, must notify the tester in writing and include a letter from the treating physician. Any disclosure will be kept confidential with the tester.



4. Test results will be made available to the employee as soon as they are made known to the Review Committee. Employees having negative drug test results shall receive a memorandum stating that no illegal drugs were found. If the employee requests it, a copy of the memorandum will be placed in the employee's personnel file.

5. The testing procedures and safeguards provided in this policy shall be adhered to by all personnel associated with administering of drug tests. The employee will be accompanied by a testing officer from the department assigned to supervise the taking of the sample and responsible for proper conduct and uniform procedures of the sampling process. The employee will be assigned test code identification for the purposes of maintaining anonymity and to assure privacy throughout the sampling and testing procedure. The employee will sign and certify department documentation that the coded identification on the testing sample corresponds with the assigned test code identification.

6. The employee to be tested will be notified of the test requirement a reasonable time before testing and when blood or urine samples are to be taken, he/she shall report to the station at the time designated for transportation to the medical facility or laboratory designated by the department to obtain the testing sample. Hair samples may be taken at the station.

7. The department will designate to the testing facility for the specific drugs for which the sample is to be analyzed. The testing facility will report findings as to those specific drugs for which the department requested testing. The testing shall consist of an initial screening test, and if that is positive, a confirmation test. The confirmation test shall be by gas chromatography or mass spectrometry. Also, a comparison test will be conducted at this time, paid for by the Town. The employee shall choose a facility from a list of three facilities supplied by the Town, for the comparison test. This comparison test is a safeguard for the employee.

8. Each step of the processing the test sample shall be documented in a log to establish procedural integrity and the chain of custody. Where a positive result is confirmed, test samples shall be maintained in secure storage for as long as necessary.

**G. Prohibited Conduct:**

1. Illegal possession of any controlled substance.
2. Illegal use of any controlled substance.
3. Refusal to comply with the requirements of this drug policy.
4. Improper use of prescription medicine.

**H. Impairment by Prescription Medicine:** An employee shall notify the Chief of Police when required to use prescription medicine which the employee has been informed may impair job performance. The employee shall advise the Chief of Police of the known side effects of such medication and the prescribed period of use. The Chief of Police shall document this information through the use of internal confidential memoranda maintained in a secured file. The employee may be temporarily reassigned to other duties, or prohibited from working, where appropriate, while using prescription

medicine, which may impair job performance or create unsafe working conditions. An employee prohibited from working may utilize sick leave or I.O.D. leave where appropriate or may be placed on unpaid leave of absence if neither sick leave nor I.O.D. leave is available.

- I. Rehabilitation: The Town will recognize its responsibility under law, for any rehabilitation an employee may need as a result of any kind of addiction to drugs or alcohol, which can be directly related to the employee's work environment. Demotion or suspension of an employee may result from a failed drug test. Discharge of an employee may only result from two or more violations of this drug policy.
- J. Career Assignments: An employee may be tested once upon his assignment of one of the following positions and then once annually thereafter while he holds the position.
  - 1. Youth officer
  - 2. Detective
  - 3. Drug Assignment
  - 4. Undercover Task Force
  - 5. As a condition for promotion to Sergeant

The Union will not discourage or interfere with an employee's seeking one of these positions. The employer will not make an appointment in bad faith as a pretext for testing an employee.

- K. The Town agrees to furnish names of companies acceptable to conduct such testing to the Union. The Town agrees to pay for a comparison test for any officer requesting such test. Any subsequent testing is to be paid for by the officer.

#### **ARTICLE 6: SAVINGS CLAUSE**

- 6.01 Should any provision of this Agreement be found to be in violation of any Federal or State law by final decree of a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. The parties will meet as soon as practicable for the purpose of renegotiating the provision or provisions affected to ensure compliance with the law. Any renegotiations shall be limited in scope to the provision (s) of this Agreement found to be in violation of the law.

#### **ARTICLE 7: WORK RULES**

- 7.01 Subject to the provisions of this Agreement, the parties agree that the making of reasonable rules to assure an effective and orderly working of the Department is the right of the Town.
- 7.02 The Town agrees to furnish each member of the Police Department a copy of the existing work rules and a copy of any future changes or new rules.

7.03 The Town agrees, when feasible, to request Union input when establishing new or modifying or amending existing work rules.

7.04 This article shall not be subject to the grievance procedure.

#### **ARTICLE 8: STRIKES AND LOCKOUTS**

8.01 No lockout of employees shall be instituted by the Town during the term of this Agreement.

8.02 No strikes of any kind shall be caused or sanctioned by the Union during the term of this Agreement.

#### **ARTICLE 9: DISCHARGE, DEMOTION, DISCIPLINARY ACTION**

9.01 In the event an employee is discharged, demoted or disciplined, excepting a verbal counseling subsequently reduced to writing he shall be given a written statement of the reason (s) prior to such contemplated action.

9.02 The Town shall not suspend, demote, transfer or discharge an employee without specific written reasons and cause. If, in any case, the Town feels there is cause for discharge, the employee involved will be suspended for three (3) days without pay, during which time a hearing will be held. The employee and his steward will be notified in writing that the employee has been suspended and is subject to discharge.

9.03 The Union shall have the right to take up the matter as a grievance at the third step of the grievance procedure.

9.04 Any employee found to be unjustly suspended or discharged would be reinstated with all back pay and benefits due making the employee whole.

9.05 Employees in the bargaining unit shall not be disciplined or discharged except for just cause.

#### **ARTICLE 10: GRIEVANCE PROCEDURE**

10.01 Any grievance or dispute which may arise between the parties, including the application, meaning or interpretation of this Agreement shall be settled in the manner set forth in paragraph 10.02.

10.02 Procedure

Step 1. The Union steward and/or representative, with or without the aggrieved employee, shall take up the grievance or dispute informally with the

Sergeant within seven (7) calendar days of the date of the grievance or his/her knowledge of the occurrence. The Sergeant shall attempt to adjust the matter within seven (7) calendar days after the date the grievance was discussed and reduce the resolution to writing with a copy to the Chief.

Step 2. If the grievance or dispute still remains unadjusted, it shall be presented to the Chief in writing within seven (7) calendar days after the response from the Sergeant was received or due. The Chief shall respond in writing within seven (7) calendar days of the receipt of the grievance

Step 3. If the grievance or dispute still remains unadjusted, it shall be presented to the Town Administrator in writing within seven (7) calendar days after the response from the Chief was received or due. The Town Administrator shall hold a meeting on the matter within seven (7) calendar days of receipt of the grievance and shall respond to the Steward and/or representative in writing within fifteen (15) calendar days.

Step 4. If the grievance is still unsettled, the two parties may, within fifteen (15) calendar days after the reply from the Town Administrator jointly request the Massachusetts Department of Labor Relations to proceed with arbitration. The Union may, of its own will, file for arbitration with the American Arbitration Association (AAA).

10.03 The expense for the arbitrator's service and the proceedings shall be borne equally by the Town and the Union. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies without charge to the other party and to the arbitrator.

10.04 Grievances involving disciplinary action shall be processed beginning at the third (3<sup>rd</sup>) step. If the case reaches arbitration, the arbitrator shall have the power to direct a resolution of the grievance up to and including restoration to the job with all compensation and privileges that would have been due the employee.

10.05 The parties agree that time extensions may be granted by mutual agreement at any step of the procedure set forth in this Article.

## **ARTICLE 11: SENIORITY & SENIORITY RIGHTS**

11.01 Seniority is defined as a police officer's length of continuous service with the Town since his/her last date of hire, whose normal workweek is forty (40) hours. Seniority shall be by rank with the full time officers having seniority over part-time officers.

11.02 The Town shall post in a conspicuous place and furnish the Union every twelve (12) months with a current seniority list.

- 11.03 An employee's continuous service record shall only be broken by voluntary resignation, discharge for cause, or retirement.
- 11.04 An employee returns to work within one (1) calendar year, the break, except for discharge, shall be removed from the employee's record. However, the time lost due to the original break shall not be considered as additional seniority.
- 11.05 In the event it becomes necessary to lay-off employees for any reason, employees shall be laid off in the inverse order of their seniority.
- 11.06 Employees shall be recalled from lay-off according to their seniority. No new employees shall be hired until all employees in lay-off status desiring to return to work have been recalled.
- 11.07 If a shift opening occurs during the year, such shift shall be posted and be open for bid for a period of ten (10) days, said notice to be posted by the Police Chief at the Templeton Police Station. The senior officer shall pick first. The process shall continue through the current roster until the shift is filled.
- 11.08 The seniority clause shall include all full-time officers except the Chief. Upon completion of ten (10) years of continuous years of service with the Templeton Police Department, full-time officers will receive an honorary promotion to the rank of Corporal.

## **ARTICLE 12: HOURS OF WORK**

- 12.01 The hours of duty for the Department shall consist of nine (9), eight (8) hour shifts,

SHIFT #1	11:00 P.M. - 07:00 A.M. (4)
SHIFT #2	11:00 P.M. - 07:00 A.M. (4)
SHIFT #3	11:00 P.M. - 07:00 A.M. (4)
SHIFT #4	07:00 A.M. - 03:00 P.M. (4) Court/Evidence/Patrol
SHIFT #5	07:00 A.M. - 03:00 P.M. (5) School Resource Officer
SHIFT #6	07:00 A.M. - 03:00 P.M. (4) Detective/plain clothes, Weekends and Holidays uniformed patrol,
SHIFT #7	07:00 A.M. - 03:00 P.M. (2) 03:00 P.M. - 11:00 P.M. (2)
SHIFT #8	03:00 P.M. - 11:00 P.M. (4)
SHIFT #9	03:00 P.M. - 11:00 P.M. (4)

Or such other times as shall be mutually agreed.

Numbers in parenthesis above indicate how many consecutive shifts the officer works. Sergeants cannot bid on specialty positions, or the shifts thereof, or concurrent shifts. The Detectives' hours of work shall be flexible for investigative purposes and/or

special assignments at the discretion of his/her supervising Sergeant or the Chief of Police.

Nothing in this section shall be considered to establish a minimum staffing requirement.

- 12.02 Eight consecutive hours of work, which may be interrupted by a lunch period shall constitute the workday.
- 12.03 The workweek shall consist of four (4) consecutive work days followed by two (2) consecutive days off, except for the School Resource Officer who shall work an administrative 5 & 2 workweek year-round (Saturday & Sundays off with Administrative time).
- 12.04 The Town reserves the right to alter the work shift or the workweek in the event of an emergency or whenever it otherwise deems it reasonably necessary or appropriate to do so, provided, however, that any such change will allow the employee(s) affected thereby, two consecutive days off and the Town does not act capriciously or arbitrarily in effecting such change. The Town further agrees that such change will not be implemented solely or principally for the purpose of avoiding the payment of overtime to employees covered by this agreement.
- 12.05 Work schedules of employees shall be posted on all Department bulletin boards.
- 12.06 Swaps arranged by the individual officers will not cause any overtime to be paid by the Town. Swaps must be repaid within 30 days and the Chief or his designee must approve swaps. If a swap exceeds 30 days, the officer must have exclusive, written approval by the Chief. Swaps shall not be allowed in such instances where the swap will require the Town to pay overtime under the Federal Fair Labor Standards Act.
- 12.07 Shifts shall be assigned on a rank and seniority basis for full time employees.
- 12.08 Semi-annual shift bidding shall take place during the periods of December 1 – 15 and June 1 – 15 for the periods January through June and July through December, respectively, for the term of this contract provided, however, that the positions of the SRO, Detective and Court/Evidence Officer shall be bid on an annual basis during the June 1<sup>st</sup> through June 15<sup>th</sup> bid period for an entire year. Designations of officers bidding to fill those specialty positions shall be at the discretion Chief.
- 12.09 The Chief of Police will have the option of filling two (2) shifts per week with part time personnel on a standing basis, in accordance with current practice.
- 12.10 No officer, full-time or part-time, shall work more than two (2) consecutive shifts (16 hours) or eighteen (18) total hours in a twenty four (24) hour period, except in case of an emergency as defined in the CBA.

## **ARTICLE 13: OVERTIME AND COMPENSATORY TIME**

13.01 Overtime for full-time officers shall be paid at the time and one-half rate for all hours worked in excess of eight (8) hours in one day or forty (40) hours in one week. Except as provided in section 15.02 below, all overtime shall be paid in cash.

### **13.02 Compensatory Time**

- a. Full time officers may elect to be compensated for overtime work under this Article in the form of compensatory time in lieu of cash. Such time shall accrue at the rate of one and one-half hours for each hour of overtime work. In no event shall an officer accrue in excess of eighty (80) hours. An officer who has accrued the maximum allowed hours of compensatory time for that particular fiscal year shall not be permitted additional compensatory time in such fiscal year. Rather, all overtime shall thereafter be compensated in cash. Except as specifically permitted by this section, no compensatory time shall accrue for any other benefit.

Upon request, and subject to budget availability, an officer may request a cash-buy back of up to forty (40) hours of such compensatory time in June of the fiscal year.

- b. The taking of compensatory time will be requested at least three (3) days prior to the date sought. The Chief shall make reasonable efforts to accommodate any alternative requests in the event he denies the original date(s) requested by the employee. All compensatory time shall be taken in the year in which it accrues.
- c. The overtime account will be reconciled monthly.

13.03 All afforded scheduled time off or overtime as stated in the CBA shall be filled and distributed on a rotating basis by a seniority/hourly system, with full-time officers having first opportunity to overtime or details in a fair and equitable manner.

13.04 Overtime work shall be voluntary, except in the case of an emergency; the Chief has the discretion to call police officers that are available at the time of the emergency. There shall be no discrimination against any employee who declines to work overtime, but time refused shall count as time worked for the purposes of showing the offer of overtime has been equalized. If the Chief is not able to fill the time slot on the first cycle of calls, he may offer the time slot to any part-time officer.

13.05 The Chief shall keep records of all overtime worked. In case of a grievance involving such records, they shall be subject to examination by Union representatives or Steward with the Chief or his designee. Such overtime records shall be retained for a period of five (5) years.

- 13.06 The SRO and Detective shall have the ability to flex their respective hours of work with approval of the Chief of Police and/or his/her designee. The purpose for flexing said hours of work may not be utilized in order to work available overtime.
- 13.07 The SRO and Detective shall have the ability to accrue flex-time in lieu of compensatory time or overtime in order to carry out their duties and responsibilities, which may not fall within their regular hours of duty. The Chief of Police shall have final approval of said hours. Flextime shall not be filled as stated in section 15.03. An officer may accrue up to forty (40) hours of flex-time within a fiscal year; once the cap has been reached said officer shall be compensated as stated in sections 15.01 and 15.02.
- 13.08 Union members calling out sick shall not be eligible for any overtime assignments for eight (8) hours from the end of their scheduled shift. The term "overtime" shall include privately paid details for purposes of this section.

#### **ARTICLE 14: RECALL**

- 14.01 Full-time employees. All recall incidents shall be paid at the rate of time and one-half the regular rate for a three (3) hour minimum. If, said officer is called out and the call out takes less than three (3) hours, said officer shall still be available under the initial call out, until the three (3) hour time limit is met. Recall shall not be used to compensate for the following:
- A. Continuation of shift
  - B. Early start of shift
  - C. Scheduled overtime
  - D. Scheduled investigations
- 14.02 Employees shall receive an on-call rate equivalent to an eight (8) hour detail with a three (3) hour minimum if called in.

#### **ARTICLE 15: BENEFIT ELIGIBILITY**

- 15.01 Employees whose normal and regular workweek is forty (40) hours or more shall be considered full-time employees and shall be eligible for all benefits upon completion of a full calendar month of employment.
- 15.02 For the purpose of this Agreement, the term normal and regular work week used therein shall be defined as the average number of hours which an employee has worked during the previous six months.



## ARTICLE 16: VACATIONS

16.01 All regular employees covered by this Agreement shall be eligible for vacation leave with pay as follows:

6 months	1 week
18 months	2 weeks
5 years	3 weeks
10 years	4 weeks
15 years	5 weeks
After 20 years	6 weeks
After 25 years	1 additional day for each year worked

(Work week = 40 hours)

- A. Vacation is computed on completed years of service effective the anniversary date of hire of any given year. Earned vacation is to be credited as of July 1 and must be taken prior to June 30 of said fiscal year.
- B. Any employee having over two (2) weeks earned vacation time must actually take two (2) weeks of their vacation. Money in lieu of vacation may be received for the balance of vacation time due if agreed upon by the Chief and Town Administrator
- C. All of those officers who have at least two (2) weeks of earned vacation time in their accrued bank as of May 1 of any fiscal year may request to carry over up to one (1) week of such leave time into the next fiscal year. All requests for such carry-over must be received by the Chief of Police, in writing, no later than May 15 of each fiscal year. All such requests shall be arranged in order of seniority by the Chief of Police and approved in descending order until a collective total of four (4) weeks of vacation time has been approved. Should the collective total of 4 weeks of vacation not be allocated in the first round of approvals, the Chief of Police shall carry out a second round of allocations, following the seniority rankings used above, until the maximum total of 4 weeks of vacation shall have been allocated. There shall not be any further rounds of allocation if such a second round of allocations has not reached a total of four (4) weeks of vacation time between the two rounds of allocation. Should any requesting officer use any of the requested carry-over time between the date of submission and the first of the following fiscal year, the maximum collective total shall be reduced by such used time. Any time carried over must be used in the fiscal year into which it was carried over.

16.02 Vacations shall be granted by the Chief at such time that will cause, as in his opinion, the least interference with the regular work of the Town and also taking into account the employee's preference based on seniority. The requesting of

vacation time shall be made at least forty-eight (48) hours in advance, if possible, assuring that there is adequate coverage for the days requested.

- 16.03 A vacation sign-up sheet shall be made available January 1, April 1 and September 1 of each year. Such sign-up sheet is for the purpose of planning schedules, avoiding conflicts and is subject to change upon request from employees.
- 16.04 A "vacation" shall be considered as four (4) consecutive days off and said officer shall not be responsible to work any overtime or details during this time period. No penalties or discrimination shall be held against said officer for refusing or denying overtime or details during this period. If a holiday occurs within an employee's vacation period, he/she shall receive an additional day of vacation.
- 16.05 Vacations: Any employee who is requested to and does work during his vacation period shall be paid as in Article 16.01 and shall be rescheduled with no loss of vacation time.

#### **ARTICLE 17: HOLIDAYS**

- 17.01 The following days shall be recognized and observed as paid holidays.

New Year's Day	Labor Day
Martin Luther King	Columbus Day
Day President's Day	Veteran's Day
Patriot's Day	Thanksgiving Day
Memorial Day	Christmas Day(1)
Independence Day	Floating Holiday

- 17.02 Holiday pay shall be paid as follows:

1. An employee not regularly scheduled to work on a holiday shall receive in addition to his/her forty (40) hours of regular rate of pay, eight (8) hours of pay at straight time as holiday pay.
2. An employee regularly scheduled to work on a holiday shall receive in addition to his/her forty (40) hours of regular rate of pay, eight (8) hours of pay at time-and-one-half ( $1\frac{1}{2}$ ) of his/her regular hourly rate as holiday pay.
3. An employee who works overtime, as stated in section 15.03, on a holiday shall be compensated for those hours worked at two (2) times the rate of his/her regular hourly rate of pay.

- 17.03 If a holiday occurs within an employee's vacation period, he/she shall receive an additional day of vacation.

- 17.04 All employees who have been employed by the Town in a full-time capacity for thirty (30) days shall receive the above holiday benefit.
- 17.05 To be eligible for holiday pay, the employee must not take sick time on the regular scheduled working day of said observed holiday.
- 17.06 The Town acknowledges other religious holidays and that such days may be taken off without additional cost to the Town.
- 17.07 Except as may otherwise be prescribed by statute, employees shall cease to be compensated for such holidays upon an absence from work of more than thirty (30) work days and shall once again be compensated for such holidays immediately upon a return to work. Employees who are not being compensated for such holidays which occur during this time period will have the right to use leave time to otherwise be paid for such a holiday.

#### **ARTICLE 18: SICK LEAVE**

- 18.01 Each full-time officer of the Town of Templeton shall be allowed 12 days of sick leave per fiscal year, accrued at a rate of one (1) day for each month worked. Beginning in the second year of employment and then on, yearly accrual of sick days shall be granted up front. Unused sick leave may be accumulated up to a maximum of 264 days. Once an employee has reached the cap, any remaining sick time at the end of the fiscal year shall be paid to that employee at fifty percent (50%) of the regular rate of pay.
- 18.02 For all employees hired after July 1, 2018, unused sick leave may accrue up to a maximum of one hundred (100) days. Once an employee has reached the cap, any remaining sick time at the end of the fiscal year shall be paid to that employee at fifty percent (50%) of the regular rate of pay.
- 18.03 When an employee finds it is necessary to be out due to an accident or illness, he/she shall report the facts to his immediate supervisor as early as possible. It is preferred no later than two (2) hours before the start of his/her tour of duty. Sick leave may not be granted unless such a report is made.
- 18.04 An employee on any leave with pay or injury on duty leave shall be entitled to accumulate sick leave credits.
- 18.05 After three (3) continuous days of sick leave use, or upon the employer detecting that a pattern of potential abuse of sick leave has occurred, the employee may be required to present a doctor's certificate, verifying sickness and/or certifying the ability of the employee to return to work. The employer will provide prior notice to the employee that the employee is believed to be abusing sick leave.

18.06 Sick leave shall be granted, at the discretion of the Chief and appointing authority, to an employee also under the following conditions:

1. When an employee cannot perform his/her duties because he/she is incapacitated by personal injury or illness.
2. When the spouse, child or parent of the employee or his/her spouse or relative living in the immediate household of an employee is ill, the employee may utilize sick leave credits up to a maximum of ten (10) days per calendar year; and,
3. When through exposure to contagious disease, the presence of the employee at his/her work location would jeopardize the health of others.

18.07 Any officer who has used four (4) or less sick days in a fiscal year will be granted one additional vacation day in the following year. Vacation earned pursuant to this paragraph is earned for one (1) year only, and employees must qualify for such days on an annual basis. Family Sick time and Personal time used (from sick time accrued) is exempted from this paragraph.

18.08 Upon death, or retirement under Mass G.L. c. 32, an employee shall be entitled to receive payment for fifty (50%) of those unused accumulated sick days in excess of twenty-five (25) days. Payment shall be made to the employee or his estate at the rate in effect upon retirement or death. In the case of a claim for buy-back as a result of retirement, the employee must provide to the Town at least one year notification prior to retirement or such shorter notice provided for in the establishment of any early retirement buy-out program adopted by the Town.

18.09 Injured Leave - An employee absent from duty on account of injury or disability incurred in the performance of his/her duty shall receive full pay during his absence in accordance with the terms and conditions of Mass. G.L.C. 41, S111F.

#### **ARTICLE 19: LIMITED DUTY DISABILITY**

19.01 A police officer who is on leave as a result of an injury off of the job or without loss of pay status pursuant to chapter 41, section 111F of the Massachusetts General Laws, or as the result of injury or illness incurred outside of the performance of their normal and ordinary employment, shall be required to perform limited police duty on either a full time or part time basis, provided (a) the Police Chief, in his/her discretion, determines that there is limited police duty available to be performed by such officer and orders such police officer to do so, and (b) a physician designated by the Town determines that such police officer is capable of performing such limited duty. Upon the employee providing the Town with a properly executed release, the employee's doctor shall be afforded full opportunity to consult with the town's doctor as to the employee's fitness to perform limited police duty as described herein:

If the employee's doctor and the town's doctor disagree as to the employee's fitness to perform limited police duty, they shall thereupon jointly designate a physician, agreeable to both, who at the town's expense, shall examine the employee and render a written medical opinion as to the employee's fitness to perform limited duty. Pending receipt of such opinion, the town shall not require the officer to return to duty and shall continue to fully compensate him on paid injured leave for lost time due to any such absence. If the third physician shall determine that the employee is not fit to perform limited duty, the employee shall remain on fully paid injured leave status. If the third physician shall determine that the employee is fit to perform limited duty, the employee shall be so advised and shall make themselves available to perform such limited duty as they would otherwise have been assigned in accord with this section.

Notwithstanding any provision in this Agreement to the contrary, including but not limited to those provisions related to shift bidding and seniority, the Police Chief shall have full authority to assign and reassign an officer on limited duty only to work between the hours of 7:00 a. m. and 5:00 p.m. (Monday through Friday) or such other times as mutually agreeable between the Officer, the Chief, and the union to any shift or limited police duty necessary for the effective implementation of this Article. In the event an officer is assigned limited duty for part of a shift, that officer shall receive regular pay for such part time work and the balance of his pay status shall be pursuant to Chapter 41, Section 111F.

Employees may only be assigned to limited duty if they are expected to return to full duty within a reasonable time. Reasonableness shall be determined by the Town and is not subject to the grievance procedure.

- 19.02 Limited duty assignments shall include any duty to which an officer might ordinarily be assigned, consistent with such officer's physical limitations, including, but not limited to clerical, dispatching, investigative assistance, court work, school related work, public relations, or similar duties.
- 19.03 An officer shall be entitled to be treated by a physician or medical facility of his own choice provided however, the Town or Chief is also free to send the officer for an evaluation by a physician or medical facility of the Town's choosing and all physicals ordered by the Town or Chief under this Article will be at Town expense.
- 19.04 Officers on limited duty are not eligible to work patrol overtime or details.
- 19.05 An officer on limited duty shall not be required to wear his/her official patrol uniform. The officer shall be indemnified and held harmless against all claims and suits arising from any reasonable action taken or for the failure to act while assigned to limited duty.

## **ARTICLE 20: BEREAVEMENT LEAVE**

- 20.01 The Chief shall grant, upon the request of the employee, up to five (5) days of emergency leave without loss of pay, upon the death of such employee's spouse or the spouse's and the employee's mother, father, children, brothers, sisters, or grandparents,

or the step children or child residing with the employee: provided, however, that the Chief may limit such leave to less than five (5) days, or refuse to grant any such leave if such employee does not intend to attend the last rites of such deceased relative. Proof of bereavement such as a newspaper clipping may be required by the Chief of Police.

#### **ARTICLE 21: PERSONAL LEAVE**

- 21.01 The Employee shall be entitled to six (6) days of paid personal leave each fiscal year. Such leave is not cumulative.
- 21.02 Prior approval for personal leave must be obtained: however, the Town agrees to make every reasonable effort to grant the leave requested.
- 21.03 The Chief shall be required to grant personal leave in such a way to avoid any forfeiture. Request for time off should be made twenty-four (24) hours in advance, if possible.

#### **ARTICLE 22: MATERNITY LEAVE**

- 22.01 All employees shall be entitled to maternity/paternity leave in accordance with Section 105D of Chapter 149 of the General Laws of the Commonwealth of Massachusetts and Title 29, Chapter 28 of the Family and Medical Leave Act of the U.S. Code.

#### **ARTICLE 23: MILITARY LEAVE**

- 23.01 Members of the National Guard or Reserves on temporary duty will be granted two (2) working weeks without pay not deductible from annual vacations.
- 23.02 A military leave of absence without compensation shall be granted to any employee called to active duty with the United States Armed Forces.
- 23.03 United States military service incurred by an employee after the onset of employment shall be credited as time served within the bargaining unit, provided that he applies for reinstatement with the Employer within ninety (90) days of discharge or release from inactive duty.
- 23.04 An employee shall not lose his seniority benefits if he is called to active duty for an extended period of time provided that he returns to his job within one month of discharge or release from active duty.

#### **ARTICLE 24: LEAVES OF ABSENCE**

- 24.01 Leaves of absence for limited period — not to exceed six months, shall be granted for any reasonable public policy purpose, and such leaves shall be extended or

renewed for any reasonable period of time without pay or benefits. Such sections of leave shall not accrue to seniority as defined by contract.

- 24.02 Reasonable purpose in each case shall be decided by the employer. Reasonable purpose shall not be arbitrated.

## **ARTICLE 25: SUPPLEMENTAL BENEFITS**

- 25.01 The employer agrees to continue membership in the County Retirement System.
- 25.02 The Town shall pay 75% of a Health Insurance plan for each full time employee provided, however, that the Town share of any indemnity or PPO plan that it offers shall not exceed that which it makes toward its HMO offering.
- 25.03 An employee enrolled in the Town's health insurance program may opt-out of the Town's program and procure health insurance from another source, provided however that such a plan is not secured through an entity to whom the Town must pay an assessment such as the Narragansett Regional School District, the Montachusett Regional Vocational Technical School, Montachusett Regional Transportation Authority or the like, and be paid the sum of thirty five percent (35%) of the Town's avoided costs in otherwise providing insurance coverage. This payment shall be subject to an annual maximum of \$6,000. Payment will be made by multiplying the monthly cost of the premium by 12, multiplying that by the Town's contribution rate and multiplying that by 35%. This sum shall then be divided by the number of payroll periods in a year and added to each regular payment.
- 25.04 The Town shall provide a Life Insurance Policy of \$20,000.00 for accidental death while in the line of duty to every officer. For fiscal year 2007 the Town will research the viability of increasing the employee death benefit to \$250,000.
- 25.05 The Town agrees to pay seventy five percent (75%) of a major dental health plan for each full time employee.
- 25.06 Employees may participate in a Physical Fitness Incentive Program to be conducted on a biannual basis. Upon satisfactory completion of each biannual test he/she shall be compensated \$400. This program is voluntary, and the employee must successfully complete a physical fitness test to be entitled to this incentive.

The test is based upon, 85% of the national standard according to age and will consist of the following:

Lower back and upper body:

27 Sit-ups — two (2) minutes — bent knees — minimum 35

28 Push-ups — two (2) minutes — rest upwards — minimum 25

29 Bench press:        Males :85% of body weight, two (2) reps  
                             Females: 65% of body weight, two (2) reps

Cardiovascular — 1.5-mile run

12.5 minutes ages 18 — 31  
13.5 minutes ages 32 — 50  
14.5 minutes ages 51 to retirement

The Chief or his/her designee shall conduct the test at a time and date to be determined by the Union. The Board of Selectmen and Town Administrator shall be notified of the time and date of the test and may observe the test. In the event of inclement weather, the Chief or his/her designee shall have the option to change the cardiovascular requirement of the test to an appropriate substitute event with approval of the Union.

## **ARTICLE 26: UNIFORM ALLOWANCE**

- 26.01 All employees covered by this CBA shall be entitled to a clothing allowance of One Thousand Two Hundred and Fifty Dollars (\$1,250.00) for purchases and maintenance of uniforms. Payment of uniforms purchased shall be by invoices addressed to the Town of Templeton, Police Department, by the seller or reimbursement to employees for personal out of pocket expenses, such invoices and expenses to be approved by the Chief of Police. At his/her discretion, the Chief of Police may authorize the purchase of appropriate civilian attire (shirts, ties, shoes, pants, jackets, suits, etc., but not inclusive) for the purpose of court or other departmental related activities.
- 26.02 The maximum amount of the foregoing clothing allowance payable for maintenance of uniforms shall be \$250.00 per employee.
- 26.03 A newly appointed officer will be required to furnish his/her initial uniform for which he may use one-half (1/2) of the annual allowance after three (3) months employment, and the remaining half (1/2) upon completion of six months of satisfactory service.
- 27.03 During the term of this Agreement, the Town agrees to furnish a newly appointed officer (at no cost) the following items:

Gun and Holster  
Mace & Holder  
Badges for hat, shirt,  
& Wallet I.D.  
Ammunition & Holder  
Handcuffs & Case  
Whistle & Chain  
Keepers

Commonwealth insignia  
w/pinned backs  
Tie Clasp  
Nightstick & Ring  
Night Tag  
Sam Brown Belt  
Raincoat  
Winter Coat — if needed  
(Effective July 1, 1989)



All of the above items remain the property of the Town of Templeton and will be returned to the Town upon termination of service. Each officer bears personal responsibility for these items. The Town agrees to replace uniform and equipment damaged in the line of duty.

- 26.04 The Town agrees to provide lockers at the Police Station for all full time officers.
- 26.05 Employees will be given the option to receive half of their uniform allowance in the form of a lump sum check.
- 26.06 Town agrees to pay for all full-time officer's license to carry firearms (LTC). Payment for which shall not be taken from the officers' clothing allowance.
- 26.07 The Town agrees to provide and replace all full-time officers' bullet proof vest upon expiration date as recommended by the manufacturer.

#### **ARTICLE 27: OUTSIDE DETAILS**

- 27.01 An outside detail is defined as a tour of duty outside the regular hours of work resulting from a request of a third party outside the Department and for which said party pays.
- 27.02 Outside details shall be distributed on a rotating basis by hours accrued and seniority, with full time officers having first opportunity. Time refused shall count as time worked for the purposes of showing the offer of outside details has been equalized. If no full-time officer is available, part time officers shall be offered the detail on a rotating basis.
- 27.03 An officer on request by a third party for an outside detail shall be guaranteed a minimum of four (4) hours compensation at the given detail rate. After four (4) hours, said detail shall be paid in increments of two (2) hours (i.e. if said detail is over four (4) hours, but is six (6) hours or less, said detail shall be paid for six (6) hours). Any cancellation of a detail must be made no later than two (2) hours prior to the scheduled time of the assignment. All details extending beyond eight hours shall be paid at time and one-half of the hourly detail rate.
- 27.04 Should an outside detail be split, where two (2) separate officers are working to fill one detail. The first half officer is entitled to a four (4) hour minimum of pay as stated in section 27.03. The second half detail officer will be entitled to a two (2) hour minimum of pay, if notification of cancellation of the second half of the detail is not made at least one (1) hour prior to the start of the second half of the detail.
- 27.05 Effective July 1, 2020 the rates for all outside, third party details will be \$50.00 per hour. The detail rate for any Town entity or the Narragansett Regional School District (details billed to municipal departments) will be capped at \$46.00 until June 30, 2022.

- 27.06 Effective June 30, 2022, the foregoing rates shall become \$51.00 (outside, third parties) and \$47.00 (town entity or the Narragansett Regional School District) respectively.
- 27.07 Billing for details shall be based on two (2) methods, Scheduled Hours and Minimum Hours of work. For an example of Scheduled Hours, if a third party calls for a detail and schedules the detail for seven (7) hours the two (2) hour increments related to payment of said detail starts after the seventh hour. Whereas if a detail is requested by a third party and is scheduled for the minimum hours as stated in this CBA the two (2) hour increments start following the completion of the minimum hours required. If a third party calls for a detail requesting thirteen (13) hours, the first eight are at regular detail rate and the next five are at the overtime detail rate with the two (2) hour increments would take effect after the thirteenth hour.
- 27.08 At All establishments for functions where a detail police officer is requested or required, inside or outside, where alcoholic beverages are served, a minimum of one police officer shall be hired for the safety of the police officers and the public.
- 27.09 For all public roads within the borders of the Town of Templeton:
- When any work crew conducts any aspect of work on a Town road which results in interference with the free flow of traffic according to the Town of Templeton Traffic Rules and Orders, or which is being conducted at a high risk area (i.e., an intersection, narrow roadway, corner, etc.), the Chief of Police or his/her designee determine what type of control (i.e., traffic cones appropriate traffic signs and other measures) shall be necessary to insure the safety of the public, unless the Chief of Police or his/her designee determines that a Templeton police officer should perform the function.
- 27.10 In the event of a strike related detail or third party detail, which is requested on a holiday recognized under this CBA, said detail shall be paid at double time the current rate of pay for outside details.
- 27.11 In the event a detail officer is at his/her scheduled detail for one hour without contact from said contractor, that detail officer shall be allowed to leave the detail and receive his/her minimum compensation owed as stated in sections 27.03 and 27.04.
- 27.12 In the event that a third party contractor contacts the Templeton Police Department requesting a detail, said contractor shall be supplied a copy of the parameters set within this CBA pertaining to the scheduling and payment of such details.
- 27.13 Any third party contractor (excluding Town departments) anticipating and scheduling detail officer(s) for a period of three days or longer shall first pay a deposit to the Town for payment of the first weeks' worth of scheduled details, prior to the start of construction. Should the duration of the project be expected to last for several weeks the third party contractor shall pay a deposit to the Town for payment of the first two weeks and the last two weeks' worth of scheduled details prior to the start of construction. A third party contractor shall pay for details for each week of work thereafter. The deposit shall be

posted in the Police Department's revolving account in order to pay detail officer(s) on a weekly basis as required by Massachusetts General Law.

#### **ARTICLE 28: NEW CLASSIFICATIONS**

- 28.01 Should any new classification(s) be added to the work force, the Town shall notify the Union of such new classifications. The Town and Union shall then consult to mutually determine if such new classification(s) shall be added to the bargaining unit and appropriate wage to be paid to said new classification.

#### **ARTICLE 29: PROFESSIONAL INDEMNITY**

- 29.01 During the term of this Agreement, the Town agrees to provide complete professional indemnity for full time officers up to \$1,000,000.00 voted by ballot question at the Annual Town Election on May 5, 1980, or by insurance at the election of the Town.

#### **ARTICLE 30: COURT PAY**

- 30.01 Court time includes any appearance arising from an on or off duty civil/criminal incident(s) where the officer was performing his duty as a police officer.
- 30.02 Full time officers will be guaranteed four (4) hours minimum pay for District Court appearances, and six (6) hours minimum pay for Superior Court appearances at their appropriate rate time and one-half for court duty, except, when court time falls within the employee's regular work shift.
- 30.03 Jury Duty: Employees required to serve on jury duty shall be paid the difference between the amount they receive for said jury duty and their regular straight time pay. An employee assigned to a night shift and required to appear for service as a potential juror shall be granted time off from the shift before or the shift after such service, provided that: (1) he gives the Chief at least seven (7) days' notice of the shift he seeks off and (2) he endorses any pay for jury duty to the Town of Templeton.

#### **ARTICLE 31: TRAINING**

- 31.01 The parties acknowledge that it is the policy of the Police Department to advise its members of training opportunities offered by the Massachusetts Criminal Justice Training Council.
- 31.02 The Town, at its discretion, may provide a sum of money for training of police officers, in police related work, provided replacements for employees sent for training can be made from full time officers at no additional cost to the town.
- 31.03 The Town agrees to discuss training needs with the Union.
- 31.04 Persons ordered to attend training sessions shall be entitled to travel allowance consistent with existing Town regulations.

31.05 The above shall not be subject to the grievance procedure.

## **ARTICLE 32: WORKING CONDITIONS**

32.01 The Town agrees that all cruisers shall be equipped with air conditioners. Maximum protective screens shall be provided in all marked cruisers completely dividing the front seat from the rear seat. Power door locks and tinted windshield.

32.02 Police will have the right to review the contents of their own personnel file within a reasonable time request. A police officer will be entitled to have a representative of the Union accompanying him during such review. No material derogatory to an officer's conduct, service, character or personality will be placed in his personnel file unless the officer has had an opportunity to review the material. The officer shall acknowledge that he/she has had the opportunity to review such material by affixing his initials to the copy to be filed with the express understanding that such initials in no way indicates agreement with the contents thereof. The officer will also have the right to submit a written answer to such a derogatory material, and his/her answer shall be reviewed by the Chief and attached to the file copy. This section shall be retroactive to include all material presently on file.

32.03 For the purpose of statutory on duty indemnification, on duty shall commence the moment an officer leaves the threshold of his residence and continue until he/she re-enters the threshold of his residence at the conclusion of his duty. Duty shall include all police activities engaged in by the officer authorized by the Chief

## **ARTICLE 33: PREMISES**

33.01 The Town agrees that accredited representatives of the Massachusetts Coalition of Police, whether local union representatives, district council representatives or International representatives shall have full and free access to the premises of the Town at any time during working hours to conduct Union business. Union representatives shall first notify the Chief and receive permission.

## **ARTICLE 34: GENERAL PROVISIONS**

34.01 The provisions of this agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin or political affiliation. The Union shall share equally with the Employer, the responsibility for applying this provision of the Agreement. All reference to employees in this Agreement designates both sexes, and wherever the male gender is used it shall be construed to include male and female employees.

- 34.02 The Town agrees not to interfere with the rights of employees to become members of the Union and there shall be no discrimination, interference, restraint or coercion by the Employer or any Employer representative against any employee because of Union membership or because of any employee activity in an official capacity on behalf of the union or for any other cause.
- 34.03 Reserved
- 34.04 The Town agrees to allow the Union to maintain a suitable bulletin board in a convenient place in the work area to be used by the Union. The Union shall limit its posting of notices and bulletins to such bulletin board.
- 34.05 The Town agrees that during working hours, on the Town's premises used by the Police Department Union representatives shall be allowed to:
- Collect Union Dues, initiation fees or assessments (if these funds are not collected through payroll deduction);
  - Post Union notices;
  - Distribute Union literature;
  - Solicit Union membership during other employee's non-working time;
  - Attend negotiating meetings, whether on Police Department premises or not;
  - Transmit communications authorized by the local Union or its officers, to the Town or its representatives;
  - Consult with the Town, its representative, local Union officers, or other Union representatives concerning the enforcement of any provision of this Agreement.
- 34.06 Effective upon the signing of this Agreement, employees who use their own vehicle for travel in the performance of their duties shall be reimbursed for this use at the rate of 20 cents per mile.
- 34.07 Payment on Termination  
Vacation accrued but not used shall be paid in accordance with Massachusetts General Law C. 41, Section 111E (attached). Unused compensatory time shall be paid in accordance with the Fair Labor Standards Act. In the case of death, payment shall be made to a designated beneficiary or, in the absence of such designation, the estate.

## ARTICLE 35: DURATION

35.01 The effective dates of this agreement shall be from July 1, 2019 to June 30, 2022 and shall remain in full force and effect until a successor Agreement is agreed upon. Either party may serve upon the other a notice starting six months prior to July 1, 2022, advising that such party desires to revise or change the term's or conditions of such Agreement.

This agreement entered into this 11th, day of March, 2020

For the Town  
Board of Selectmen

[Signature]  
Theresa M. Hyatt  
Michael  
Dore Haley

For the Union

[Signature] #103  
[Signature] #102  
Sgt. Duffell #101

**EXHIBIT A**

**TEMPLETON POLICE LOCAL 155**

**MASSACHUSETTS COALITION OF POLICE AFL-CIO**

**VOLUNTARY AUTHORIZATION FOR PAYROLL DEDUCTION OF UNION DUES**

Effective \_\_\_\_\_, I hereby request and authorize the Town of Templeton to deduct the dues, as my union has informed the Town they have established, for my position from my earnings each payroll period. This amount shall be paid over to the Union as prescribed in the CBA and represents payment of my Union Dues. Further you are authorizing any change in the amount to be deducted which is certified by the Union as a uniform change in its dues structure.

Signature \_\_\_\_\_

Date \_\_\_\_\_

Street \_\_\_\_\_

Town \_\_\_\_\_

State \_\_\_\_\_ Zip Code \_\_\_\_\_

Phone \_\_\_\_\_ Job Title \_\_\_\_\_





# **EXHIBIT B**

July 1, 2019 – June 30, 2022

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	
<b>FY '20**</b>								
Officer (1)	\$21.83	\$22.92	\$24.69	\$25.43	\$26.19	\$26.99	\$27.80	2.19%
Specialty (2)	\$22.27	\$23.37	\$25.18	\$25.93	\$26.72	\$27.52	\$28.50	2.65%
Sergeant	\$31.63	\$31.77	\$31.91	\$32.06	\$32.20	\$32.34	\$32.57	4.18%
					Specialty as % of Officer	Specialty as % of Officer		102.50%
						Sgt as % of Officer		117.16%
						Sgt as % of Specialty		114.30%
<b>FY '21**</b>								
Officer	\$22.92	\$24.00	\$25.00	\$26.19	\$26.99	\$27.77	\$28.36	2.00%
Specialty	\$23.37	\$25.18	\$25.93	\$26.72	\$27.52	\$28.50	\$29.14	2.25%
Sergeant	\$32.41	\$32.56	\$32.70	\$32.85	\$33.00	\$33.14	\$33.40	2.56%
					Specialty as % of Officer	Specialty as % of Officer		102.75%
						Sgt as % of Officer		117.80%
						Sgt as % of Specialty		114.65%
<b>FY '22**</b>								
Officer	\$24.34	\$25.07	\$25.82	\$26.60	\$27.40	\$28.22	\$29.06	2.50%
Specialty	\$25.07	\$25.82	\$26.60	\$27.40	\$28.22	\$29.06	\$29.94	2.75%
Sergeant	\$33.38	\$33.53	\$33.68	\$33.83	\$33.98	\$34.13	\$34.43	3.06%
					Specialty as % of Officer	Specialty as % of Officer		103.00%
						Sgt as % of Officer		118.45%
						Sgt as % of Specialty		115.00%
(1) Those not certified as Full-Time Officers by the MPTC shall be paid at 90% of this rate until they achieve such certification								
(2) SRO, Detective, Court/Evidence, TBD								
(3) Movement requires twelve month in service in the position								
(4) When moving from Grade to Grade; personnel are placed upon the first step giving them a raise of at least 2%								

